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February 19, 2002

Mary L. Cottrell, Secretary
Department of Telecommunications & Energy
One South Station, 2nd Floor
Boston, Massachusetts 02110

Re: Cambridge Electric Light Company
D.T.E. 01-94

Dear Madam Secretary:

Cambridge Electric Light Company (the "Company") is pleased to supply its responses to the information requests listed on the attached sheet.

Sincerely,

John Cope-Flanagan

John Cope-Flanagan

Enclosures

cc: Jesse S. Reyes, Hearing Officer (2 copies)
Esat Serhat Guney, Analyst, Rates and Revenue Requirements Division
Joseph Tiernan, Analyst, Rates and Revenue Requirements Division
Miguel Maravi, Analyst, Rates and Revenue Requirements Division
Alexander Cochis, Esq., Assistant Attorney General
Carrol R. Wasserman, Esq.
David Rosenzweig, Esq.
Stephen Klionsky, Esq.

Responses to Information Requests

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February 19, 2002

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY

Cambridge Electric Light Company	)	D.T.E. 01-94

CERTIFICATE OF SERVICE

I hereby certify that I have this day served the foregoing responses to information requests in accordance with Department rules.

John Cope-Flanagan
Attorney for
NSTAR Electric & Gas Corporation
800 Boylston St., Floor 17
Boston, MA 02199

DATED: February 19, 2002

Information Request DTE-CEL-2-1

Please refer to the Petition at page 1, including footnote 2. Provide a three-column table with the following information:

(a) all amendments to the existing power entitlement obligation between Cambridge and Vermont Yankee Nuclear Power Corporation ("Vermont Yankee")

(b) the corresponding language in the existing power entitlements obligation between Cambridge and Vermont Yankee

(c) the reason for the amendment

Response

(a)	(b)	(c)
Amendment, dated as of June 1, 1972: Changed definition of "Equity percentage" to reflect existence of preferred stock and added definition of "Common Stock equity investment". Fixed ROE at 12.5%.	Section 7, paragraph 4&5: "Equity percentage" as of any date shall be eight and one-half percent (8½%) or such greater percentage if any, as shall be obtained by dividing (a) the sum of (i) twelve and one-quarter percent (12.25%) multiplied by common stock equity investment as of such date plus (ii) the stated dividend rate per annum of each issue of preferred stock bearing a particular dividend rate outstanding on such date multiplied by the aggregate par value of said issue, by (b) equity investment as of such date. "Common stock equity investment" as of any date shall consist of equity investment as of such date less the aggregate par value of all issues of preferred stock outstanding on such date.	Changes needed to prepare for issuance of preferred stock and to reflect FERC approved ROE.

Amendment No. 2, dated as of August 15, 1983. (1) Amended Section 7, second paragraph, to insert clause (b) re Total Decommissioning Costs; (2) Added definitions of "Total Decommissioning Costs", "Decommissioning Expenses" and "Decommissioning Tax Liability"; (3) Added Section 7A; (4) modified Section 9; and (5) Added new Section 20.	Language still appears in existing Power Contract. See: §7, second paragraph, clause (n); §7, thirteenth, fourteenth and fifteenth paragraphs; §7A; §9, paragraph one after clause (iii); and §20.	Changes needed to provide explicitly for collection of decommissioning reserve (§7), to make that decommissioning obligation non-cancelable (§9), and to permit amendments of decommissioning collections (§20) - all as approved by FERC.
Amendment No. 3, dated as of April 1, 1985: Changed ROE to 15.5%.	See 1(b) above.	Change approved by FERC.
Amendment No. 4, dated as of June 1, 1985: Changed ROE to 15.0%	See 1(b) above.	Change approved by FERC.
Amendment No. 5, dated as of May 6, 1988: Changed ROE to 12.0%	See 1(b) above.	Change approved by FERC.
Amendment No. 6, dated May 6, 1988: Inserted paragraph at end of Section 7 permitting consumer groups to file challenges to ROE during August of any year.	Subsequently deleted - (See Amendment No. 7)	Provision imposed by FERC.
Amendment No. 7, dated June 15, 1989: Deleted change made by Amendment No. 7	None.	Change approved by FERC.
Amendment No. 8, dated December 1, 1989: Changed ROE to 12.25%.	See 1(b) above.	Change approved by FERC.

Information Request DTE-CEL-2-2

Please refer to the Petition at page 1 and the following phrase: "(2) the inclusion of the Company's share of the cost-of-service component of Vermont Yankee and any above-market value of the purchase-power of the Amendatory Agreement in the Company's transition charge." Please provide the following information:

(a) Specify and explain all above-market PPA costs that Cambridge proposes to recover with the proposed 2001 Amendatory Agreement.

(b) Specify and explain all above-market PPA costs that Cambridge would recover without the 2001 Amendatory Agreement.

Response

The determination of the above-market value of purchase power is necessarily dependent on the market value forecast. Using the same assumed market values implicit in Vermont Yankee's analysis, which were provided by the Vermont Department of Public Service:

a) Please refer to Attachment DTE-CEL-2-2, page 1 for a calculation of all above-market PPA costs that Cambridge proposes to recover with the proposed 2001 Amendatory Agreement.

b) Please refer to Attachment DTE-CEL-2-2, page 2 for a calculation of all the above-market PPA costs that Cambridge would recover without the 2001 Amendatory Agreement.

Information Request DTE-CEL-2-3

Please refer to the Petition at paragraph 5. Explain the following statement: "However, through the period ending November 30, 2002, Cambridge's purchase obligation is effectively reduced to 2.25 percent of the net capacity, output, and ancillary products of the Station as a result of the resale in 1970 by non-Vermont sponsors of an aggregate of 4.5451 percent of the Vermont Yankee Station's output to certain municipal electric utilities." As part of this response please provide:

(a) the year that the share of Cambridge's purchase obligation of net capacity, output, and ancillary products from the Station had been effectively reduced to 2.25%

(b) the share of Cambridge's purchase obligation of the net capacity, output and auxiliary products from the Station pursuant to each of the successive eight amended contracts after 1970

(c) an explanation as to how Cambridge's effective purchase obligation of net capacity, output and ancillary products from the Station has been 2.25 percent, while the amended contracts after 1970 provide for a 2.5 percent Cambridge's purchase obligations

Response

As stated in the testimony of Robert H. Martin, under the Power Contract between Vermont Yankee and Cambridge, Cambridge is obligated to purchase 2.5 percent of the net capacity, output and ancillary products from the Station extending through the current license term of March 12, 2012 (Exhibit CEL-RHM-1, p. 6). Under resale agreements with certain municipal electric utilities ("Secondary Purchasers"), Cambridge sells to the Secondary Purchasers a portion of Cambridge's power entitlement, effectively reducing Cambridge's purchase obligation to 2.25 percent of the net capacity, output and ancillary products from the Station (id.). Both the original Power Contract and the sale to the Secondary Purchasers were approved by the Federal Energy Regulatory Commission. Cambridge's resale agreements with the Secondary Purchasers do not directly affect Cambridge's 2.5 percent purchase-power obligation to Vermont Yankee under the Power Contract.

(a) Billings to the Secondary Purchasers for 0.25 percent of the purchase power obligation began in November 1972.

(b) The eight amendments to the Power Contract between Cambridge and Vermont Yankee did not change Cambridge's direct obligation to Vermont Yankee for 2.5 percent of the net capacity, output and ancillary products from the Station (see response to Information Request DTE-CEL-2-1).

(c) Since the inception of the resale agreements with the secondary purchasers, Cambridge has effectively paid for only 2.25 percent of the cost of operation. The transaction under which 0.25 percent was sold to the secondary purchasers is netted against Cambridge's full 2.5 percent entitlement. Please refer to the response to Information Request DTE-CEL-1-5 for a discussion of the Company's future obligations for power from the Station.

Information Request DTE-CEL-2-5

Please refer to the Petition at paragraph 8. Explain in what way the inclusion of a pre-funded decommissioning trust in the PSA of Vermont Yankee will benefit the Company and its customers.

Response

In the PSA, Entergy did not require a decommissioning "top-off" so the Company and its customers are not obligated for future decommissioning funding. The availability of a pre-funded decommissioning trust benefits the Company and its customers by eliminating the future decommissioning payments through 2012 that they would otherwise have to pay if the plant were not sold.

Information Request DTE-CEL-2-9

Please refer to the following statement in the Petition at paragraph 11: "Cambridge agrees to pay its entitlement percentage of Vermont Yankee's cost of service, including the unamortized net plant investment for the Vermont Yankee Station, transaction and sales costs, post-closing obligations to Entergy under the PSA, and Vermont Yankee's operating expenses including principal and interest on borrowed funds associated with operating expenses."

(a) Please resubmit the data provided in Exhibit CEL-BKR-2, pages 1 and 2, including each of the costs identified in the quoted passage, placing these costs in rows under the appropriate heading within that table.

(b) Explain which of the costs identified in the quoted passage are not included in the existing power entitlement obligations between Cambridge and Vermont Yankee.

Response

(a) Please refer to the Company's response to DTE-CEL-1-4, specifically Attachment DTE-CEL-1-4, page 1, which provides a detailed breakdown of the data provided in Exhibit CEL-BKR-2, page 1. The row labeled "Depreciation" coincides with the unamortized net plant investment; the row labeled "Legal Expenses/Closing Costs" coincides with the transaction and sales costs; the row labeled "PPA" reflects post-closing obligations to Entergy; the remaining rows represent Vermont Yankee's on-going operating expenses. For the continued operation scenario shown on Exhibit CEL-BKR-2, page 2, please refer to Attachment DTE-CEL-1-4, page 2. The row labeled "Depreciation" represents the unamortized net plant investment; the remaining rows represent Vermont Yankee's on-going operating expenses.

(b) The existing power entitlement obligations between Cambridge and Vermont Yankee are based on a traditional cost of service formula rate that did not contemplate the sale of the unit. As such, recovery of legal expenses (relating to the sale), closing costs and the PPA are not included in the current contract. However, because these costs are a necessary part of the mitigation proposed in this proceeding, recovery of these expenses is appropriate and consistent with Department precedent.

Information Request DTE-CEL-2-10

Please refer to the Petition at paragraph 16. State the estimated "future capital additions and decommissioning liability" that will be transferred to Entergy. Identify and include those costs within the framework of the data presented in Exhibit CEL-BKR-2, pages 1 and 2, and state all assumptions used for the estimates. Present a table similar to the format of Exhibit CEL-BKR-2, but include additionally the data for the years 1998 to 2001.

Response

Future capital additions are recoverable through Vermont Yankee's existing cost of service contract as depreciation expense over the remaining life of the plant. As such, they are included on the depreciation line of Exhibit CEL-BKR-2, page 2. The annual amount of avoided future capital additions is:

Year	Total ($000)	Cambridge ($000)
2002	3,868	97
2003	13,803	345
2004	18,920	473
2005	4,345	109
2006	4,509	113
2007	4,853	121
2008	4,706	118
2009	4,830	121
2010	4,940	124
2011	4,970	124
2012	0	0

Future decommissioning liability is also recoverable through Vermont Yankee's existing cost of service contract over the remaining life of the plant. As such, it is included on the decommissioning line of Exhibit CEL-BKR-2, page 2. The amount of avoided decommissioning liability that will be transferred to Entergy is:

Year	Total ($000)	Cambridge ($000)
2002	11,218	280
2003	19,517	488
2004	19,517	488
2005	19,517	488
2006	19,517	488
2007	19,517	488
2008	23,518	588
2009	23,518	588
2010	23,518	588
2011	23,518	588
2012	5,880	147

Information Request DTE-CEL-2-11

Please refer to the Petition at paragraph 17. Provide a complete and detailed explanation regarding the "ratemaking treatment" the Company is seeking as part of this petition.

Response

The Company is seeking to recover in rates two categories of transition costs associated with the 2001 Amendatory Agreement: (1) cost-of-service items associated with continuing obligations to Vermont Yankee, including undepreciated plant, decommissioning costs and nuclear costs independent of operation; and (2) above-market payments to Vermont Yankee associated with the Purchase Power Agreement ("PPA") between Entergy and Vermont Yankee. See Company responses to Information Requests DTE-1-13 and 1-16. The Company's formula for calculating its Transition Charge includes two components, a Fixed Component, where the net proceeds realized upon the divestiture of Cambridge's generation assets are credited, and a Variable Component, which is adjusted for costs associated with any other divestiture-related obligations.

Cambridge's Transition Charge recovers costs relating to both the Company's cost-of-service nuclear obligations and above-market PPA payments in the Variable Component. Accordingly, Cambridge is seeking Department approval to adjust the Variable Component of its Transition Charge (downward) to reflect the Company's costs on a going-forward basis that relate to the 2001 Amendatory Agreement. The approximately $7.1 million in savings associated with the 2001 Amendatory Agreement, as compared to the existing Power Contract between Cambridge and Vermont Yankee, will result in a reduction of the Variable Component of the Transition Charge, on a net present-value basis, over the term of the 2001 Amendatory Agreement. The Company's current transition charge reconciliation proceeding, D.T.E. 01-79, reflects the Company's transition charge based on the assumption that the Department approves the mitigation of Vermont Yankee obligations as proposed in this proceeding. For further details regarding the calculation of transition costs relating to the 2001 Amendatory Agreement, please see Attachment DTE-CEL-1-12, submitted on February 6, 2002 in this proceeding.

Information Request DTE-CEL-2-12

Please refer to the Petition at page 6. Describe all of the Company's mitigation efforts taken in order to enter into the 2001 Amendatory Agreement.

Response

Since the passage of the Electric Restructuring Act in November 1997, the Company has undertaken a comprehensive and concerted effort to mitigate its transition costs through: (1) the divestiture of its fossil-fueled generation facilities; (2) participation in the divestiture of nuclear generation facilities, including Vermont Yankee; (3) the auction, buy-down, buy-out or other renegotiation of above-market purchase power agreements ("PPAs"), including the PPA before the Department in this proceeding; (4) the buy-down of Cambridge's regulatory assets; and (5) the sale of non-generation assets not needed for transmission or distribution service. See Boston Edison Company, Cambridge Electric Light Company and Commonwealth Electric Company, D.T.E. 00-70 (Mitigation Report of NSTAR Electric, January 19, 2001).

Regarding Cambridge's Power Contract with Vermont Yankee, Cambridge included the current Power Contract between the Company and Vermont Yankee in its 1998 auction of Cambridge's and Commonwealth Electric Company's PPA portfolio. That auction did not result in proposals regarding the Vermont Yankee facility that were beneficial to customers. After the Company's attempt to auction its PPAs, the Company periodically pursued other efforts and solicitations with a view toward selling its interests in its PPAs, including the Vermont Yankee PPA. These various attempts did not come to fruition. Subsequently, pursuant to steps taken by Vermont Yankee to sell its interests in the Vermont Yankee Nuclear Power Station (the "Station"), the Company entered into a 2000 Amendatory Agreement with Vermont Yankee in the context of Vermont Yankee's proposed sale of the Station to AmerGen Energy Company, L.L.C. ("AmerGen"). See Cambridge Electric Light Company, D.T.E. 00-09 (2000). The sales transaction with AmerGen did not close when the Vermont Public Service Board rejected AmerGen's purchase proposal. Thereafter, Vermont Yankee eventually put the Station up for a further auction, which has resulted in the pending sale of the Station to Entergy and the 2001 Amendatory Agreement at issue in this proceeding.

Information Request DTE-CEL-2-14

Please refer to Exhibit CEL-BKR-2 at page 2, labeled "Vermont Yankee Continued Operation." Explain why there is no respective PPA information as provided in Exhibit CEL-BKR-2, at page 1, rows 16 through 19. Provide a table including the corresponding information for the existing power entitlement obligation between Cambridge and Vermont Yankee. If these figures are based upon forecasts, please indicate all underlying assumptions.

Response

Because the sources of costs are different between continued operation and the proposed sale of the Unit, the two exhibits are not comparable on that basis. Page 2 of Exhibit CEL-BKR-2 represents the "status quo" case under which there would be no sale of the plant to Entergy or an associated PPA. Therefore, the amounts on page 2 are simply the cost of service costs provided under the existing Vermont Yankee contract and there are no other costs that need to be identified on the PPA line. All costs on Exhibit CEL-BKR-2 are based on forecast data provided by Vermont Yankee. Please refer to the response to Information Request DTE-CEL-1-4 for a more detailed listing of these costs. As shown on Exhibit CEL-BKR-3, the difference between the Continued Operation (status quo) case and the 2001 Amendatory Agreement case results in a savings of over $7 million dollars on a net present value basis.

Information Request DTE-CEL-2-15

Please refer to Exhibit CEL-BKR-2 at pages 1 and 2. Provide the following information:

(a) Explain which rows include the cost to be recovered from the customers under the Vermont Yankee Continued Operations and Vermont Yankee Sale to Entergy.

(b) What is the meaning of the following rows: page 1, row 14 ("Total CELCO Revenue Requirements"); page 2, row 14 ("Total CELCO Revenue Requirements"); page 1, row 15 ("CELCO \$'s/KWH"); and page 2, row 15 ("CELCO \$'s/KWH")?

(c) In what units is the row on page 1, row 16 ("Price") measured?

(d) Explain the economic and accounting concept of the following rows: page 1, row 16 ("Price"); page 1, row 15 ("CELCO \$'s/KWH"); and page 2, row 15 ("CELCO \$'s/KWH"). Also, explain what the relationship is among the three rows.

(e) For the years 2002 and 2003, please divide data in page 1, row 17 ("Total CEL") by the data in page 1, row 9 ("CELCO Generation-MWH") and compare the result with that data in page 2, row 14 ("CELCO's \$/KWH"). Explain why page 2, row 14 is lower during those two years. What will be the real benefit for the customers for these years under the 2001 Amendatory Agreement?

(f) Provide all assumptions for the estimation of page 1, row 1 ("Generation (MWH)") and page 2, row 1 ("Generation (MWH)").

(g) Explain the economic and accounting rationale for adding page 1, row 12 ("Total CELCO Revenue Requirements") plus page 1, row 16 ("CELCO Share") to obtain page 1, row 17 ("Total CEL"). Explain the economic and accounting meaning of these rows.

Response

(a) All the costs on page 1 of Exhibit CEL-BKR-2 will be recovered from customers if the 2001 Amendatory Agreement is approved. Cambridge's share of these costs is 2.5 percent as shown on the last line of page 1. However, if the sale did not occur, all the costs on page 2 of the Exhibit would also be recovered from customers. In that case, Cambridge's share of the costs is 2.5 percent of the continued operation and is shown on the line titled "Total CELCO Revenue Req.".

(b) Page 1, row 14 ("Total CELCO Revenue Requirements") refers to the remaining cost of service obligation once the Unit is sold; page 2, row 14 ("Total CELCO Revenue Requirements") refers to the ongoing cost of service obligation assuming the Unit is not sold; page 1, row 15 ("CELCO $'s/KWH") is a calculation of the effective cost per KWH of Vermont Yankee power for the remaining cost of service obligation once the Unit is sold; and page 2, row 15 ("CELCO $'s/KWH") is a calculation of the effective cost per KWH of Vermont Yankee power if the Unit is not sold.

(c) The units on page 1, row 16 ("Price") are measured in dollars per MWH.

(d) Page 1, row 16 ("Price") is the cost per MWH that Cambridge will pay for the power supplied under the PPA. As noted in (b) above, Page 1, row 15 ("CELCO $'s/KWH") is the effective cost of the remaining cost of service obligation spread over the power that will be purchased through the PPA. Page 2, row 15 ("CELCO $'s/KWH"), as discussed in (b) above, is the overall cost of power on a per kilowatt basis if the Unit was not sold and the power is provided under the existing agreement between Cambridge and Vermont Yankee. To compare the average cost per kwh under the two scenarios, it is necessary to compare the combined cost of service and PPA amounts on page 1 with the overall cost of power on page 2, row 15. Please refer to Attachment DTE-CEL-2-15 for a comparison of the cost per kWh.

(e) Please refer to Attachment DTE-CEL-2-15 for the requested calculation. Although the cost per kWh for 2002 and 2003 is slightly higher under the 2001 Amendatory Agreement, the cost over the entire remaining life of the Unit (2012) is significantly lower on both a current and net present value basis.

(f) Please refer to the response to Information Request DTE-CEL-1-10.

(g) To determine the total cost under the 2001 Amendatory Agreement, it is necessary to add page 1, row 12 ("Total CELCO Revenue Requirements") to page 1, row 16 ("CELCO Share"). Under the terms of the Agreement, Cambridge is obligated to pay both the continuing revenue requirement shown on the upper part of this page and the PPA cost shown on the lower part of this page.

Cambridge Electric Light Company
Comparison of Cost per KWH

	2001 Amendatory Agreement*					Continued Operation**			Difference
Year	KWH	Cost of Service	PPA	Total Cost	Cost per KWH	KWH	Cost of Service	Cost per KWH	Cost per KWH
2002	79,050	$ 1,106	$ 3,367	$ 4,473	$0.05658	94,850	$ 4,831	$0.05093	$ 0.00565
2003	107,325	189	4,508	4,697	0.04376	107,325	4,590	0.04277	0.00100
2004	95,125	62	4,071	4,133	0.04345	95,125	5,232	0.05500	(0.01155)
2005	94,850	69	3,747	3,816	0.04023	94,850	5,317	0.05606	(0.01582)
2006	107,325	78	4,186	4,264	0.03973	107,325	4,807	0.04479	(0.00506)
2007	94,850	31	3,794	3,825	0.04033	94,850	5,409	0.05703	(0.01670)
2008	95,125	76	3,900	3,976	0.04180	95,125	5,627	0.05915	(0.01736)
2009	107,325	72	4,508	4,580	0.04267	107,325	5,307	0.04945	(0.00677)
2010	94,850	74	4,079	4,153	0.04378	94,850	5,909	0.06230	(0.01851)
2011	94,850	77	4,174	4,251	0.04482	94,850	5,724	0.06035	(0.01553)
2012	26,750	28	1,204	1,232	0.04606	26,750	3,039	0.11361	(0.06755)

* Please see Exhibit CEL-BKR-2, Page 1

** Please see Exhibit CEL-BKR-2, Page 2

Information Request DTE-CEL-2-16

Please refer to Exhibit CEL-BKR-1 at page 4. Provide a complete and detailed list of the component sub-accounts of Cost of the Service. Use four columns to present the following information:

(a) Component sub-accounts of Cost of the Service before the proposed 2001 Amendatory Agreement;

(b) Component sub-accounts of Cost of the Service after the proposed 2001 Amendatory Agreement;

(c) The difference between the columns A and B; and

(d) Specify the category of transition cost of each row in columns A and B.

Response

This information for parts (a), (b) and (c) has been provided in an alternate format in response to an earlier question. Please refer to the response to Information Request DTE-CEL-1-4, specifically Attachment DTE-CEL-1-4 page 3 of 3, which provides a detailed comparison of the cost of service components before the 2001 Amendatory Agreement (page 2 of 3) and the Cost of Service components after the agreement (page 1 of 3).

In response to part (d), the transition costs before the proposed 2001 Amendatory Agreement are the amounts shown on Exhibit CEL-BKR-3, columns 2 and 3. The transition costs after the proposed 2001 Amendatory Agreement are the amounts shown on Exhibit CEL-BKR-3, columns 5 and 6.

Information Request DTE-CEL-2-17

Please refer to Exhibit CEL-BKR-1 at page 4. Provide a complete and detailed accounting of Cost of Service for:

(a) The 10 years before the proposed 2001 Amendatory Agreement; and

(b) The 10 years after the proposed 2001 Amendatory Agreement.

Response

Please refer to the following table for the total Cost of Service billed by Vermont Yankee for the years 1992 through 2012. For the period 1992 through 2001 amounts are actual while future years are forecast. All values are in thousands of dollars.

Year	VY Total Cost of Service	Cambridge Share
1992	$175,919	$4,398
1993	180,415	4,510
1994	162,757	4,069
1995	180,437	4,511
1996	181,715	4,543
1997	173,106	4,328
1998	195,249	4,881
1999	208,812	5,220
2000	178,294	4,457
2001	178,840	4,471
2002	178,930	4,473
2003	187,845	4,696
2004	165,325	4,133
2005	152,628	3,816
2006	170,570	4,264
2007	153,040	3,826
2008	159,038	3,976
2009	183,232	4,581
2010	166,152	4,154
2011	170,036	4,251
2012	49,285	1,232